

Dated: 11/19/07

Signature: Lynn L. Janulis (Lynn L. Janulis)

PTO/SB/96 (04-07)

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STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Ivan Labat, Y. Tom Tang, Birgit Stache-Crain, and Bryan J. Boyle

Application No./Patent No.: 10/821,234 Filed/Issue Date: April 7, 2004

Entitled: Methods and Diagnosis for the Treatment of Preeclampsia

HERA BIOMEDICAL INC., a Corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
(The extent (by percentage) of its ownership interest is _____ %)

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Ivan Labat, Y. Tom Tang, and Bryan J. Boyle To: Nuvelo, Inc.

The document was recorded in the United States Patent and Trademark Office at Reel 015160, Frame 0247, or for which a copy thereof is attached.

2. From: Birgit Stache - Crain To: Hyseq by virtue of employment agreement - Exhibit A

Birgit Stache-Crain assigned her entire right, title, and interest in the above-identified patent application by virtue of an employment agreement with Hyseq, Inc. (now Nuvelo, Inc.), executed effective October 14, 1996 (redacted copy in which non-relevant portions have been covered enclosed as Exhibit A), whereby she agreed to assign all rights to patents developed or conceived by her while employed with Hyseq, Inc. (now Nuvelo, Inc.) to Hyseq, Inc. (now Nuvelo, Inc.).

3. Name change from Hyseq to Nuvelo by virtue of Certificate of Merger - Exhibit B

A Certificate of Merger (copy enclosed as Exhibit B) shows that on January 31, 2003, Hyseq, Inc., a Nevada corporation, changed its name to Nuvelo, Inc., concurrent with a merger of Variagenics, Inc., a Delaware corporation, with and into Hyseq, Inc.

4. From: Nuvelo, Inc. To: Ivan Labat
The document was recorded in the United States Patent and Trademark Office at Reel 017482, Frame 0981, or for which a copy thereof is attached.

5. From: Ivan Labat To: Hera Biomedical Inc.
The document concurrently is being submitted for recordation in the United States Patent and Trademark Office.

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Lynn L. Janulis
Signature

Lynn L. Janulis, Ph.D.
Printed or Typed Name

Registered Patent Agent - 53,066
Title

November 19, 2007
Date

312-474-6300
Telephone Number

EXHIBIT A

Employment and Proprietary Information Agreement

AGREEMENT made and entered into this 14th day of October, 1996, by and between Hyseq, Inc. of 670 Almanor Avenue, Sunnyvale, California 94086 (the "Company") and Birgit Stache-Crain (the "Employee").

1. The Company hereby employs the Employee in such capacity or capacities as may be determined from time to time by the Company, beginning the 14th day of October, 1996, and continuing until terminated by the Employee or by the Company, as hereinafter provided in paragraph 15.
 - 2.
 - 3.
 - 4.
 - 5.
- (c) All rights, title and interest in all documents, records, notebooks, correspondence, deposits of microorganisms, cells or parts thereof, cell lines, parts and progeny thereof, and all products made thereby that directly or indirectly relate to and arise out of Employee's work under this Agreement shall belong to the Company,
 - (d) For the purposes of this Agreement, "Confidential Information" shall mean information disclosed to Employee or known to Employee as a consequence of or through performance of services for the Company, whether or not related to his/her duties at the Company, and includes trade secrets or any other like information of value relating to the business and/or field of interest of the Company or of any corporation, firm, or partnership directly or indirectly controlled by or controlling the Company or in which any of the aforesaid have more than 20% ownership interest, including, but not limited to, information relating to products, inventions, disclosures, processes, systems, methods, formulas, patents, patent applications, machinery, materials, research activities and plans, cost of production, contract forms, prices, volume of sales, promotional methods, lists of names or classes of customers, customer contacts and buyer lists. Information shall be considered, for purposes of this Agreement, to be confidential if not known by the trade generally, even though such information has been disclosed to one or more third parties pursuant to distribution agreements, joint research agreements, or other agreements entered into by the Company or any of its affiliates. For purposes of this Agreement, information shall not be considered confidential to the extent that such information is or becomes, through no fault of Employee, part of the public domain, such information is independently known to Employee, or such information is lawfully furnished to Employee by a third party without restriction on disclosure.

(e)

(f)

6.

7. All Inventions (as hereinafter defined) made, conceived, or completed by Employee, individually or in conjunction with others during the term of this Agreement or within one year after termination (or, which having possibly been conceived prior hereto, may be completed during the term of this Agreement or within one year after termination) shall be the sole and exclusive property of the Company provided such Inventions (i) are made, conceived, or completed with the equipment, supplies, facilities, or Confidential Information of the Company, its subsidiaries, or affiliates, or (ii) are made, conceived, or completed by Employee during the term of his/her employment with the Company, or (iii) result from any work performed by Employee for the Company; provided, however, that this Agreement does not apply to any Inventions that are protected by Section 2870 of the California Labor Code.

For the purposes of this Agreement, "Inventions" shall mean any and all discoveries, concepts, and ideas, whether patentable or not, including, but not limited to, processes, methods, formulas, compositions, techniques, articles, and machines, as well as improvements thereof or know-how related thereto, relating to the business and/or field of interest, including, actual or anticipated research and development, of the Company or of any corporation, firm, or partnership directly or indirectly

controlled by or controlling the Company or in which any of the aforesaid have more than a 20% ownership interest.

Employee shall, without royalty or any further consideration to Employee therefor, but at the expense of the Company:

- (a) As promptly as known or possessed by Employee, disclose to the Company all information with respect to any Inventions.
- (b) Whenever so requested to do by the Company, promptly execute and assign any and all applications, assignments, and other instruments that the Company shall deem necessary to apply for and obtain letters patent of the United States and of foreign countries for said Inventions, and to assign and convey to the Company or to the Company's nominee the sole and exclusive right, title, and interest in and to the Inventions or any applications or patents thereon.
- (c) Whenever so requested to do by the Company, deliver to the Company evidence for interference purposes or other legal proceedings and testify in any interference or other legal proceedings.
- (d) Do such other acts as may be necessary in the opinion of the Company to obtain and maintain United States and foreign letters patent for the Inventions.

The Employee further agrees that the obligations and undertakings stated in this paragraph shall continue beyond the termination of the employment by the Company.

8.

9. (a)

REDACTED

(b)

12.

13.

(c)

(d)

14. This Agreement shall be governed, interpreted and enforceable pursuant to the laws of the State of California. The Company and Employee agree that either the United States District Court for the Northern District of California (Ninth Circuit) or the Superior Court of the State of California in and for the County of Santa Clara shall be the exclusive forum for the resolution of any controversies or disputes hereunder.

10.

15.

11.

16.

17. This Agreement shall become binding upon the Employee immediately upon his/her signing. This Agreement shall become binding on the Company

when signed by a person authorized by the Board of Directors of the Company.

18. This Agreement contains the entire agreement between the parties. No termination or amendment of this Agreement or any provision hereof, or waiver of any right or remedy herein provided, shall be effective for any purpose unless specifically set forth in writing, and signed by the party or parties to be bound thereby. The waiver of any right or remedy in respect of any occurrence or event on one occasion shall not be deemed a waiver of such right or remedy in respect of the same or any similar occurrence or event on any other occasion.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 14th day of October, 1996.

HYSEQ, INC.

By: _____

Lewis S. Gruber (President & CEO)

EMPLOYEE:

Birgit Stache-Crain

Inventions and Patents

Employees are asked to read and sign the following agreement at the time of employment:

"As an employee of Hyseq, Inc., I acknowledge that I am expected to make contributions of value to Hyseq, Inc.. Such contributions shall include, among other things, all processes, inventions, trademarks, servicemarks, patents, discoveries, copyrights, and other intangible rights developed or conceived by me during my employment. Such contributions shall be the sole property of Hyseq, Inc. I will be entitled to no other compensation for them other than my normal salary and benefits. I agree to disclose such contributions promptly to Hyseq, Inc., to assign them to Hyseq, Inc., and to assist Hyseq, Inc. in obtaining patent or copyright protection. I understand that this agreement covers contributions conceived or made not only by me but with others as well, while I am employed at Hyseq, Inc."

B. J. Stader-Gra
Employee's Signature

10-8-96
Date

EXHIBIT B

Delaware

PAGE 1

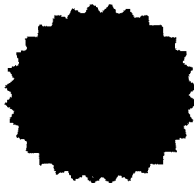
The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"VARIAGENICS, INC.", A DELAWARE CORPORATION,

WITH AND INTO "HYSEQ, INC." UNDER THE NAME OF "NUVELO, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEVADA, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF JANUARY, A.D. 2003, AT 12 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3620586 8100M

AUTHENTICATION: 2236196

030065718

DATE: 01-31-03

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:00 PM 01/31/2003
030065718 - 2318054

**CERTIFICATE OF OWNERSHIP AND MERGER
OF
VARIAGENICS, INC.
(a Delaware corporation)
WITH AND INTO
HYSEQ, INC.
(a Nevada corporation)**

**UNDER SECTION 253 OF THE GENERAL
CORPORATION LAW OF THE STATE OF DELAWARE**

Pursuant to Section 253 of the General Corporation Law of the State of Delaware, Hyseq, Inc., a Nevada corporation (the "Corporation"), hereby certifies the following information relating to the merger of Variagenics, Inc., a Delaware corporation ("Variagenics"), with and into the Corporation (the "Merger"):

1. The Corporation is the owner of 100% of the outstanding shares of capital stock of Variagenics.
2. At and as of the effective time of the Merger, the name of the Corporation shall be "Nuvelo, Inc."
3. The Board of Directors of the Corporation has determined to merge Variagenics with and into the Corporation, with the Corporation remaining as the surviving corporation pursuant to Section 253 of the Delaware General Corporation Law and Section 92A.180 of Chapter 92A of the Nevada Revised Statutes, and has adopted the following recitals and resolutions as of January 28, 2003:

WHEREAS, immediately following consummation of the Merger pursuant to the Merger Agreement, dated November 9, 2002, amongst the Corporation, Variagenics and Merger Sub, Variagenics will be a wholly-owned subsidiary of the Corporation;

WHEREAS, there has been submitted to and considered by the Board an Agreement and Plan of Merger (the "Upstream Merger Agreement"), by and between the Corporation and Variagenics, pursuant to which, among other things, Variagenics will merge with and into the Corporation, with the Corporation continuing as the surviving corporation pursuant to the provisions of Section 253 of the Delaware General Corporation Law and Section 92A.180 of Chapter 92A of the Nevada Revised Statutes (the "Upstream Merger");

WHEREAS, there has been submitted to and considered by the Board a Certificate of Ownership and Merger (the "Certificate of Ownership") in substantially the form attached hereto as Exhibit A for filing with the Secretary of State of the State of Delaware and Articles of Merger (the "Articles of Merger")

in substantially the form attached hereto as Exhibit B for filing with the Secretary of State of the State of Nevada, each merging Variagenics with and into the Corporation; and

WHEREAS, the Board has determined it is in the best interests of the Corporation and its stockholders to change the name of the Corporation at and as of the effective time of the Upstream Merger to "Nuvelo, Inc.";

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby authorizes and approves the Upstream Merger Agreement, the Upstream Merger and the filing of the Certificate of Ownership with the Delaware Secretary of State and the Articles of Merger with the Nevada Secretary of State;

RESOLVED FURTHER, that the Board declares the Upstream Merger advisable (within the meaning of Section 253 of the Delaware General Corporation Law and Section 92A.180 of Chapter 92A of the Nevada Revised Statutes) for, and in the best interests of, the Corporation and its stockholders;

RESOLVED FURTHER, that the name of the Corporation shall be changed at and as of the effective time of the Upstream Merger to "Nuvelo, Inc.";

RESOLVED FURTHER, that the Board deems it advisable and in the best interests of the Corporation that the Corporation change its Nasdaq ticker symbol to the symbol "NUVO" or another similar symbol;

RESOLVED FURTHER, that the form of the Certificate of Ownership and Articles of Merger presented to the Board, with such changes thereof or additions or amendments thereto as any Authorized Officer of the Corporation shall determine to be necessary, appropriate or desirable, be and hereby are, approved and that the Authorized Officers of the Corporation be, and each of them hereby is, authorized, empowered and directed on behalf of and by the Corporation and in its name to execute, deliver and cause the Corporation to carry out the provisions of, and perform its obligations under, the Certificate of Ownership and the Articles of Merger, in substantially the form presented to the Board, with such changes therein or additions or amendments thereto as the Authorized Officer executing and delivering the Certificate of Ownership and the Articles of Merger shall determine to be necessary, appropriate or desirable, such determination to be conclusively evidenced by the execution and delivery of the Certificate of Ownership and the Articles of Merger;

RESOLVED FURTHER, that the Corporation does hereby agree that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of Variagenics, as well as for enforcement of any obligation of the Corporation arising from the Upstream Merger; does hereby irrevocably appoint the Secretary of State of the State of Delaware as its agent to accept service of process in any such proceeding; and does hereby specify the

following address without the State of Delaware to which a copy of such process shall be mailed by the Secretary of State of the State of Delaware: 670 Almanor Avenue, Sunnyvale, California 94085, Attention: General Counsel.

General Resolutions

FURTHER RESOLVED, that the Authorized Officers of the Corporation, or any one of them, be, and each hereby is, authorized, empowered and directed to prepare, execute and deliver such agreements, amendments and other documents, to make such filings, to seek necessary approvals, including governmental consents and contract consents, to pay such fees and expenses, to consult with such counsel and other advisers, and to take or cause to be taken all such actions as may be necessary, appropriate or desirable in order to carry out the purpose of each of the foregoing resolutions and the intent thereof, including all things incidental thereto, and that any such action or execution taken prior to the date hereof be and hereby is ratified; and

RESOLVED FURTHER, that for purposes of these resolutions, "Authorized Officers" shall mean the Chief Executive Officer, Chief Financial Officer, General Counsel or any Executive Vice President of the Corporation.

IN WITNESS WHEREOF, HYSEQ, INC. has caused this
Certificate of Ownership and Merger to be executed on this 31st day of January,
2003.

HYSEQ, INC.,
a Nevada corporation

By: /s/ Ted W. Love

Name: Ted W. Love

Title: President and Chief Executive Officer

RECORDATION FORM COVER SHEET

PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Ivan Labat

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Hera Biomedical Inc.

Internal address: _____

Street Address: _____

P.O. Box 3347

City: Saratoga

California

State: _____

USA Zip: 95070

Country: USA Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

10/821,234

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Lynn L. Janulis
MARSHALL, GERSTEIN & BORUN LLP

Internal Address: Atty. Dkt.: 31280/42996

Street Address: 233 S. Wacker Drive, Suite 6300
Sears Tower

City: Chicago

State: IL Zip: 60606-6357

Phone Number: (312) 474-6300

Fax Number: (312) 474-0448

Email Address: _____

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41)

\$ 40.00

☐ Authorized to be charged by credit card

☒ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

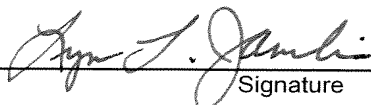
8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 13-2855

Authorized User Name Lynn L. Janulis

9. Signature:


Signature

November 19, 2007

Date

Lynn L. Janulis - 53,066

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

3

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is being transmitted via the Office electronic filing system in accordance with § 1.6(a)(4).

Dated: November 19, 2007

Signature:  (Lynn L. Janulis)

ASSIGNMENT

Serial No: 10/821,234

Filed: April 7, 2004

Title: Methods and diagnosis for the treatment of preeclampsia

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby assigns to Hera Biomedical Inc., a Delaware corporation, PO Box 3347, Saratoga, CA 95070 (hereinafter "Assignee"), its successors and assigns, the entire right, title and interest in the invention disclosed in the above-identified application for letters patent of the United States, including all rights to claim priority therefrom and/or thereto and including all rights of action and damages for any present or future infringement relating thereto, and the entire right, title and interest in said application and any and all other applications, both in the United States and in other countries, which the undersigned may file or be named as an inventor, either solely or jointly with others, on said invention or improvements, and in any and all letters patent of the United States and other countries, which may be obtained on any of said applications, and in any reissue or extension thereof.

The undersigned hereby authorizes and requests the Commissioner for Patents to issue said letters patent to said Assignee.

The undersigned warrants himself to be the owner of the interest herein assigned and to have the right to make this assignment and further warrants that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned except in favor of Assignee.

For said consideration the undersigned hereby agree, upon the request and at the expense of said Assignee, its successors and assigns, to execute any and all applications on said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any letters patent that may be granted upon any and all of said applications, and any and all applications and other documents for letters patent in other countries on said invention or improvements, that said Assignee, its successors or assigns, may deem necessary or expedient, and for said consideration the undersigned further agree upon the request of said Assignee, its successors or assigns, in the event of any application or letters patent assigned herein becoming involved in Interference or Opposition, to cooperate to the best of the ability of the undersigned with said Assignee, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the undersigned hereby agreeing to perform, upon request, any and all affirmative acts to obtain said letters patent, both in the United States and in other countries, and vest all rights therein hereby conveyed in said Assignee, its successors and assigns, whereby said letters patent will be held and enjoyed by said Assignee, its successors and assigns, to the full end of the term for which said letters patent may be granted as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

WITNESS my hand this

19th day of July, 2007

Ivan Labat
Ivan Labat

State of California
County of Santa Clara

On July 19, 2007 before me, Cynthia Durio ^{Notary Public} personally appeared Ivan Labat, personally known to me or proved to me on the basis of satisfactory evidence, to be the person ~~whose name~~ ~~is~~ subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ ~~they~~ executed the same in ~~his~~ ~~her~~ ~~their~~ authorized capacity ~~(if any)~~ and that by ~~his~~ ~~her~~ ~~their~~ signature ~~s~~ on the instrument the person ~~s~~, or the entity upon behalf of which the person ~~s~~ acted, executed the instrument.

WITNESS my hand and official seal.

C. Durio
Signature of Notary Public

